

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.24380 of 2020

Arising Out of PS. Case No.-49 Year-2019 Thana- ASHTHAWAN District- Nalanda

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BRIJBHUSHAN KUMAR @ VRIJBHUSHAN KUMAR, Son of
Krishnandan Prasad Resident of Village- Rahui, P.S.- Rahui, District-
Nalanda.

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Priya Gupta, Advocate

For the Opposite Party/s : Mr. Md. Aslam Ansari, APP

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR

ORAL ORDER

2 16-10-2020 Heard Ms. Priya Gupta, learned counsel for the

petitioner and Mr. Md. Aslam Ansari, learned APP for the

State.

This is an application seeking release of the

vehicle of the petitioner which was seized in connection

with Asthawan P. S. Case No. 49 of 2019 dated



04.03.2019 (G. R. No. 1114 of 2019), instituted for the offences under Sections 188 and 379 of the Indian Penal Code, Sections 4 and 44 of the Bihar Minor Minerals Concession Rules, 1972 and Sections 3, 4 and 6 of the Bihar Minerals (Prevention of Illegal Mining Storage and Transportation) Rules, 2003.

The present petition is directed against the order dated 18.01.2020 passed by the learned Sessions Judge, Nalanda at Biharsharif in Criminal Revision No. 22 of 2020 whereby the Court has dismissed the revision filed by the petitioner against the order dated 14.11.2019 and 15.11.2019 passed by the learned Chief Judicial Magistrate, 1st Class, Nalanda at Biharsharif in connection with the afore-noted case, refusing to release the tractor in favour of the petitioner.

It appears from the case records that the tractor was seized because it was attached with a trailer on which 100 cft. of sand was loaded. A case, thus, was instituted for offences under Sections 188 and 379 of



the Indian Penal Code, Sections 4 and 44 of the Bihar Minor Minerals Concession Rules, 1972 and Sections 3, 4 and 6 of the Bihar Minerals (Prevention of Illegal Mining Storage and Transportation) Rules, 2003.

The prayer for release was earlier rejected by learned A.C.J.M. - VI, Nalanda at Bihar Sharif *vide* order dated 30.09.2019 but the Revisional Court set aside the aforesaid order and directed for release of the vehicle by order 05.11.2019 subject to the petitioner furnishing an Indemnity Bond of Rs. 6,09,324/- with two sureties. A further condition was imposed that the petitioner shall not change the colour or the form of the vehicle or transfer it to anybody.

When the petitioner, in compliance of the aforesaid order passed by the revisional court appeared before the learned Magistrate with the papers relating to the vehicle, the same was refused to be released on the ground that the name of the insurance company in the papers were found to be different from the one which



was produced by the Motor Vehicle Department. The vehicle appears to have been registered with Chola Mandlam General Insurance Company but the report of the DTO, Nalanda indicated that the vehicle was insured with United India Insurance Company Limited.

The learned counsel for the petitioner submits that such information provided by DTO, Nalanda was incorrect. It was precisely and only for this reason that the vehicle was refused to be released by the learned Magistrate and the learned Sessions Judge also in revision, by the impugned order, upheld the order of the learned Magistrate.

The learned counsel for the petitioner submits that if at all there was difference in the name of the Insurance Company, the matter could have easily been sorted out by seeking a clarification from the DTO, Nalanda. Not having done so, has only delayed the entire process.

Considering the afore-noted facts, it is directed



that on the petitioner presenting all the documents relating to the possession and ownership of the tractor along with trailer in question before the concerned learned Magistrate, Nalanda at Bihar Sharif in connection with Asthawan P. S. Case No. 49 of 2019 dated 04.03.2019 (G. R. No. 1114 of 2019) along with an Indemnity Bond of Rs. Rs. 6,09,324/- and two sureties with the condition of not changing the colour and the built of the vehicle and an assurance that it shall not be transferred / sold to any person during the pendency of the case, the vehicle shall be released but only after seeking a fresh report from the DTO, Nalanda about the name of the Insurance Company with which the vehicle is insured.

It is made clear that if on further clarification from the DTO, Nalanda, it is found that the vehicle is insured by the Chola Mandlam General Insurance Company and the learned court below stands satisfied with respect to the ownership and possession of the



vehicle in question, he shall release it in favour of the petitioner.

The petition stands allowed to the extent indicated above.

(Ashutosh Kumar, J)

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